

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:)	Chapter 11
)	
EGZIT CORPORATION,)	Case No. 24 B 13990
)	
Debtor.)	Honorable Deborah L. Thorne

AFFIDAVIT OF SERVICE

The attached Debtor's Notice and Motion to Employ Bankruptcy Counsel for Egzit Corporation, Authorize Initial Payment to Counsel and Shorten Notice a copy of which is attached, were served by electronic means by ending via email to the email addresses, and by US Mail by to the addresses stated below, with proper postage affixed thereto, by depositing same in the mail box at the Post Office Located at 2522 W Lawrence Ave, Chicago, IL 60625 below on 10/30/2024, at or before the hour of 5:00 pm:

VIA EMAIL

Adam Brief
Ustpreion11.es.ecf@usdoj.gov

Joshua Greene, US Trustee
Joshua.D.Greene@usdoj.gov

James K Haney on behalf of BMO Bank N.A.
jhaney@wongfleming.com, sfiorentino@wongfleming.com, debb.white@bmo.com

Clayton G Kuhn on behalf of Arvest Equipment Finance
ckuhn@sandbergphoenix.com, rhileman@sandbergphoenix.com

Diana Perez on behalf of Auxilior Capital Partners, Inc.
dperez@replevin.com, ecf@writofseizure.com

Sharon L Stolte on behalf of Arvest Equipment Finance
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Justin R. Storer on behalf of Duval Semi Trailers, Inc.
jstorer@wfactorlaw.com, bsass@wfactorlaw.com; jstorer@ecf.courtdrive.com

Neema T Varghese
nvarghese@nvconsultingservices.com

Charles R Woolley on behalf of Balboa Capital Corporation
rwoolley@darcydevassy.com, mwackenhut@darcydevassy.com

Charles R Woolley on behalf of PNC Bank, NA
rwoolley@darcydevassy.com, mwackenhut@darcydevassy.com

Charles R Woolley on behalf of Crossroads Equipment Lease and Finance LLC
rwoolley@darcydevassy.com, mwackenhut@darcydevassy.com

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ODK Capital LLC
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pocquestion@nbsdefaultservices.com

Gregory Elo on Behalf of Huntington Bank
Gregory.j.elo@financedivision.com

Wells Fargo Equipment Finance Inc.
Bankruptcynoticesdfvendor@wellsfargo.com

Nabijee, Sameena on Behalf of the SBA
Sameena.Nabijee@sba.gov

VIA US MAIL

Department of the Treasury
Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101

Banterra Bank
Attention: Credit Remediation
P O Box 310 62959
Marion, IL 62959-0310

Byline Bank NA
180 North LaSalle Street
Suite 300
Chicago, IL 60601-3110

CAPITAL DEPOT INC
8930 WAUKEGAN ROAD
SUITE 230
Morton Grove, IL 60053-2132

First Citizens Bank & Trust Company
PO Box 593007
San Antonio, TX 78259-0200

Quill Corporation
PO Box 102419
Columbia, SC 29224-2419

Ryder Truck Rental, Inc.
c/o WALSH & GAERTNER
24 EAST FOURTH STREET
Saint Paul, MN 55101-1002

XTra Lease, LLC
5330 W 47TH ST
Chicago, IL 60638

/s/ Peter C. Nabhani

Peter C. Nabhani (Atty. No. 6283600)
Attorney for Debtor
77 W. Washington Street, #1507
Chicago, IL 60602
T. (312) 219-9149
F. (856) 441-9744
E. pcnabhani@gmail.com

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
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IN RE:)	
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EGZIT CORPORATION)	24-13990
)	
)	Chapter 11
)	
Debtor)	Judge Deborah L. Thorne

NOTICE OF MOTION

PLEASE TAKE NOTICE THAT ON November 6th, 2024, at 12:15 p.m., I will appear before the Honorable Deborah L. Thorne or any judge sitting in that judge's place, **either** in courtroom 682 of the Everett McKinley Dirksen United States Courthouse, 219 S. Dearborn, Chicago, IL 60604 **or** electronically as described below, and present our **Debtor's Motion to Employ Bankruptcy Counsel for Egzit Corporation, Authorize Initial Payment to Counsel and Shorten Notice** a copy of which is attached.

Important: Only parties and their counsel may appear for presentment of the motion electronically using Zoom for Government. All others must appear in person.

To appear by Zoom using the internet, go to this link: <https://www.zoomgov.com/>. Then enter the meeting ID and passcode.

To appear by Zoom using a telephone, call Zoom for Government at 1-669-254-5252 or 1-646-828-7666. Then enter the meeting ID and passcode.

Meeting ID and passcode. The meeting ID for this hearing is 160 9362 1728 and no passcode is required. The meeting ID and passcode can also be found on the judge's page on the court's website.

If you object to this motion and want it called on the presentment date above, you must file a Notice of Objection no later than two (2) business days before that date. If a Notice of

Objection is timely filed, the motion will be called on the presentment date. If no Notice of Objections is timely filed, the court may grant the motion in advance without calling it.

/s/ Peter C. Nabhani

Peter C. Nabhani

Atty. No. 6283600
Peter C. Nabhani
Attorney for Debtor
77 W. Washington Street, #1507
Chicago, IL 60602
(312) 219-9149
pcnabhani@gmail.com

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FOR THE NORTHERN DISTRICT OF ILLINOIS
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IN RE:)	
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EGZIT CORPORATION)	24-13990
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)	Chapter 11
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Debtor)	Judge Deborah L. Thorne

**DEBTOR'S MOTION TO EMPLOY BANKRUPTCY CO-COUNSEL AND
AUTHORIZE INITIAL PAYMENT TO COUNSEL**

NOW COMES the Debtor, EGZIT CORPORATION, by and through their attorney, Peter C. Nabhani, and move this honorable Court for authority to retain co-counsel, and in support thereof state as follows:

1. Movant is the Debtor in the above referenced matter.
2. Movant requires the assistance of additional counsel to represent them in matters concerning negotiation with creditors, preparation of a plan and disclosure statement, examining and resolving claims filed against the estate, preparation and prosecution of adversary matters, and otherwise to represent the Debtor in matters before the Court.
3. On October 9, 2024, the Court authorized the Debtor to retain.
4. The Debtors have determined that it would be best for the Debtors and estates to retain co-counsel to assist and work with Mr. Nabhani in this Chapter 11 cases. The Debtor owns a substantial number of trucks and trailers, securing the claims of over ten creditors, and purchased over a term of several years. Several creditors have already filed motions for relief from stay or for adequate protection, and negotiating plan provisions with all creditors will be a significant undertaking.
5. The Debtor and their counsel, Mr. Nabhani, have determined that Mr. Saulius Modestas Modestas will be an appropriate co-counsel for the Debtor.
6. Mr. Modestas is an attorney at law duly admitted to practice before this Court and other

necessary state and federal courts in this area and has a particular expertise with regard to bankruptcy, corporate reorganization and debtor/creditor matters in cases under the Bankruptcy Code.

7. The normal hourly billing rates of counsel's law firm at the time of this application is \$535.00 per hour. It is contemplated that the law firm will seek compensation based upon normal and usual hourly billing rates. It is further contemplated that said law firm will seek interim compensation as permitted by 11 USC 331.

8. Applicant's law firm has requested an initial payment of \$7,500.00 from the Debtor as an initial payment from the Debtor, pursuant to a retention agreement, copies of which are attached hereto.

9. Attached as Exhibit 1 is the Declaration of Mr. Modestas, as Exhibit 2 is the retainer agreement, and as Exhibit 3 the disclosure of compensation.

WHEREFORE Movants pray that Saulius Modestas be authorized to act as co-counsel for the Debtor, and for approval of an initial payment of \$7,500.00 to such co-counsel, with compensation for such legal services to be paid as an administrative expense in such amounts as the Court may hereafter determine and allow and notice given be deemed sufficient.

/s/ Peter C. Nabhani

Peter C. Nabhani

**Atty. No. 6283600
Peter C. Nabhani
Attorney for Debtor
77 W. Washington Street, #1507
Chicago, IL 60602
(312) 219-9149
pcnabhani@gmail.com**

**UNITED STATES BANKRUPTCY COURT
 FOR THE NORTHERN DISTRICT OF ILLINOIS
 EASTERN DIVISION**

IN RE:)	
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EGZIT CORPORATION)	24-13990
)	
)	Chapter 11
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Debtor)	Judge Deborah L. Thorne

**DECLARATION OF SAULIUS MODESTAS IN SUPPORT OF
 DEBTOR'S MOTION TO EMPLOY BANKRUPTCY COUNSEL**

I, Saulius Modestas, state under penalty of perjury, as follows:

1. I am an attorney duly licensed and authorized to practice law, and I am a member in good standing of the Bar of the State of Illinois and the United States District Court for the Northern District of Illinois.

2. I submit this declaration in support of the entry of an order authorizing the retention of myself as bankruptcy counsel for the Debtor, Egzit Corporation (the "Debtor") pursuant to 11 U.S.C. §§ 327(a), 328(a) and 329 and to comply with 11 U.S.C. § 504 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016.

3. I have experience and knowledge in the fields of bankruptcy law and trucking law and the Debtor's business and believe the I am well qualified to serve as counsel for the Debtor.

4. Pursuant to FRBP 2014(a), I have had no connection with the Debtor, its creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, the Subchapter V Trustee or any person employed in the office of the United States trustee or Subchapter V Trustee.

5. Pursuant to 11 U.S.C. § 327(a), neither I nor my law office are creditors of the estate in the above-captioned bankruptcy case and I do not hold any interests that are adverse to the estate.

6. I have not entered into any arrangement to share any compensation that may be awarded by the Court, except as permitted under section 504(b) of the Bankruptcy Code.

7. My compensation shall be on an hourly basis based on the following rates and subject to approval by the court. Saulius Modestas \$535.00 per hour. A copy of the retainer agreement is attached as Exhibit 2 to the Motion to Employ.

8. Based on the foregoing, I believe I am a disinterested person within the meaning of §101(14) of the Bankruptcy Code.

9. I will seasonally amend this Declaration to the extent I become aware of relationships for which disclosure is appropriate.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: October 24, 2024

/s/ Saulius Modestas
Saulius Modestas

Saulius Modestas
Modestas Law Offices, P.C.
401 S. Frontage Road, Ste. C
Burr Ridge, IL 60527
A.R.D.C. No. 6278054
(312) 251-4460

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:) **Chapter 11**
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EGZIT CORPORATION,) **Case No. 24-13990**
)
Debtor.) **Honorable Deborah L. Thorne**

**EXHIBIT 2
DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR**

1. Pursuant to 11 U.S.C. §329(a), I certify that I am an attorney for the above named debtor(s) and that compensation paid to me, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept \$ 7,500.00
This amount is an initial payment toward fees in connection with the bankruptcy case.

Prior to the filing of this statement I have received \$ -0-

Balance Due \$ 7,500.00

2. The source of the compensation paid to me was the following: Debtor

3. The source of compensation to be paid to me is the following: Debtor

4. I have not agreed to share the above-disclosed compensation with any other person unless they are members or associates of my law firm.

5. In return for the above-disclosed fee, I have agreed to render legal service solely in connection with the captioned bankruptcy case, and any related adversary proceedings, as co-counsel with Peter Nabhani.

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy case.

Date: October 24, 2024

/s/ Saulius Modestas

**Saulius Modestas
Modestas Law Offices, P.C.
401 S. Frontage Road, Ste. C
Burr Ridge, IL 60527
A.R.D.C. No. 6278054
(312) 251-4460
smodestas@modestaslaw.com**

CONTRACT FOR LEGAL SERVICES

The undersigned (hereinafter referred to as "client") hereby enters into this contract for legal services with the law firm of Modestas Law Offices, P.C. and attorney Saulius Modestas (hereinafter referred to as "attorney") and hereby agrees as follows:

1. The law firm of Modestas Law Offices, P.C. and attorney Saulius Modestas has been retained by client to perform legal services in connection with a Chapter 11 Bankruptcy.

2. Client agrees to pay for such services in the amount of **\$535.00** per hour plus court costs and expenses (including, but not limited to copy charges, postage/mail service fees) and such additional fees and expenses as may be agreed upon hereafter. Such agreed upon fees are for services related to the preparation and filing of a Chapter 11 proceeding and all legal services necessary during the pendency of the Chapter 11 plan, including, but not limited to preparation of the petition, schedules, statement of affairs and Chapter 11 plan and attendance at the meeting of creditors and amendments to schedules, plan, petition, or statement of affairs, motions or objections presented by creditors, trustee and confirmation of plan.

3. As of the date of this contract, client has paid **\$7,500.00** in attorney fees which amount shall be deemed earned when paid (hereinafter referred to as "Retainer") and has also advanced **\$0.00** for the court filing fee. Client further agrees that any additional fees earned over such Retainer, if any, plus any additional fees shall be paid as a priority administrative claim and shall be paid by Client after appropriate application of attorney and approval of the court. In the event of dismissal of such Chapter 11 proceeding or conversion of such Chapter 11 proceeding or any other Chapter proceeding in bankruptcy, all fees, costs or expenses unpaid at such time or at any time thereafter shall be due and payable upon demand unless otherwise agreed in writing.

4. Client agrees to inform attorney of any difficulties client may have in complying with the contract and that this contract may be altered, changed or amended only by mutual agreement and approval by attorney in writing.

5. Client may terminate employment of attorney at any time but such termination will not alter any rights or duties of Client under this contract and such termination does not reduce the amount owed to attorney except by agreement in writing.

6. Client understands that any default under paragraph 2, 3 or 4 above may result in withdrawal by attorney but such withdrawal does not reduce the amount owing to attorney except by agreement in writing.

7. Client agrees that Client is responsible for all costs of collection, including all court costs and reasonable attorney's fees incurred by attorney in the collection of any sums due hereunder.

8. Client understands that from time to time another attorney from Modestas Law Offices, P.C. or Saulius Modestas may be not be able to appear in court or other proceedings on client's behalf and hereby agrees that another attorney may be designated by attorney to substitute for attorney at such court or other hearing.

9. To the extent that this contract is signed below by more than one individual then "Client" as used herein shall mean both the singular and plural of such terms and both individuals agree that they are jointly and severally liable for all obligations, including, but not limited to all sums due from Client provided herein. And any corporate officer signing below personally guarantees payment of any fees, costs and expenses incurred by the corporation pursuant to this agreement.

The undersigned has voluntarily entered into this contract and by the undersigned's signature(s) below agree to all the obligations rights and duties herein.

Dated this 21st day of October, 2024

Agreed and signed

Egzit Corporation



Ivan Stojanov

Modestas Law Offices, P.C./Saulius Modestas



Saulius Modestas, Attorney

Saulius Modestas
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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

In Re:)	Case Number: 24-13990
)	
EGZIT CORPORATION,)	Chapter: 11
)	Honorable Deborah L. Thorne
)	DuPage
Debtor(s))	

MOTION AUTHORIZING EMPLOYMENT OF CO-COUNSEL AND AUTHORIZE INITIAL PAYMENT

THIS MATTER coming to be heard on the Debtor's Motion to Employ Co-Counsel; and the Court being fully advised in the premises;

IT IS HEREBY ORDERED THAT:

1. Saulius Modestas is appointed as co-counsel for Debtor under the Retainer Agreement attached to the Motion.
2. Saulius Modestas is authorized to accept \$7,500.00 in initial compensation.

Enter:

Dated:

United States Bankruptcy Judge

Prepared by:

Atty. No. 6283600
Peter C. Nabhani
Attorney For Debtor
77 W. Washington Street
Suite 1507
Chicago, IL 60602
T. (312) 219-9149
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